

REMARKS

Upon entry of the foregoing amendment, claims 1-20, 22-27, and 33-40 are now pending in this application. Independent claims 1, 4, 14, and 23 have been amended. Each of the pending claims is believed to define an invention which is novel and unobvious over the cited references. Favorable reconsideration of this case is respectfully requested.

Rejections under 35 USC § 103

On pages 2-4, the Office Action rejects claims 1-20, 22-27, and 33-40 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 20050149759 to Vishwanath (hereinafter Vishwanath) in view of U.S. Patent No. 6,779,115 to Naim (hereinafter Naim). Applicants respectfully traverse these rejections.

Amended claim 1 includes, *inter alia*, “generating a message **linking** the data being downloaded to the client with at least part of a distinguishing number for the token used by the client during a transaction.” Emphasis added. As recited in the Office Action, Vishwanath does not specifically teach the generation of a message associated with the data being downloaded. Applicants agree. The Office Action fails to establish a prima facie case of obviousness because the combination of Vishwanath in view of Naim and in further view of knowledge possessed by a one of ordinary skill in the art does not teach the claimed invention for at least the following two reasons.

First, Naim does not teach or suggest “generating a message **linking** the data being downloaded to the client with at least part of a distinguishing number for the token used by the client during a transaction.” Emphasis added. Instead, **Naim teaches sending messages between a vendor and a customer which facilitates the establishment of a secure connection.** Naim, col. 10, lines 39-41. A secure link is established when a vendor uses a private key to decode a message containing the customer’s public key. Naim, col 10, lines 43-49. The customer then uses a private key to decode a message from the vendor containing the vendor’s public key. Naim, col 10, lines 43-49. In contrast, amended claim 1 recited, *inter alia*, “generating a message linking the data being downloaded to the client with at least part of a distinguishing number for the token used by the client during a transaction.” Examples of how the message links the data being downloaded to the client with at least part of a distinguishing number for the token are described in paragraphs 59, 63, and 64 of Applicant’s Specification.

Thus Naim fails to teach “generating a message linking the data being downloaded to the client with at least part of a distinguishing number for the token used by the client during a transaction,” as recited in claim 1.

Second, the cited knowledge possessed by a one of ordinary skill in the art does not teach or suggest “generating a message linking the data being downloaded to the client with at least part of a distinguishing number for the token used by the client during a transaction.” Emphasis added. A credit card receipt does not teach or suggest such a link. Instead, as the Office Action points out, the receipt is for record-keeping and verification purposes.

Third, Naim does not teach “distributing the data and the associated message to the client,” as recited in amended claim 1. Instead, Naim teaches “an exemplary process that may be used to purchase digital audio files.” Naim, col. 10, lines 30-32. Once a customer has identified a music file to be purchased, the “process establishes a secure communication link using the customer’s public key that is stored in the smart card.” Naim, col. 10, lines 37-42. “To establish this link, the PC process transmits its public key to the vendor and the vendor sends its public key to the customer.” Naim, col. 10, lines 42-44. “Messages sent from the vendor . . . are encoded using the customer’s public key and may be decoded only by using the customer’s private key.” Naim, col. 10, lines 44-47. A secure connection, private key, and public key are also be used when a customer establishes a credit account with a vendor. Naim, col. 8, lines 33-35, 43-45, and 52-56. **Naim therefore teaches sending messages, used to establish a secure connection,** between a vendor and a customer. In contrast, amended claim 1 recites “distributing the data **and** the associated message to the client.” Naim, therefore does not teach “distributing the data **and** the associated message to the client,” as recited in amended claim 1.

Dependent claims 2, 3, 33, and 34 are allowable, at least, for being dependent from an allowable claim.

Independent claim 4 recites subject matter similar to that recited in claim 1, which is allowable over Vishwanath in view of Naim as discussed above. Therefore, claim 4 is allowable for the same reasons discussed above in connection with claim 1.

Dependent claims 5-13, 35, and 36 are allowable, at least, for being dependent from an allowable claim.

Amended claim 14 includes, *inter alia*, “generating a message associated with the data being downloaded to the client and associated with at least part of a distinguishing number for a

portable token of the client and used by the client, the portable token being a physical device removeably coupleable to a client computer, the step of message generating comprising: including in the message a data identification number, including in the message a period of time for which the data may be used by the client, and including in the message a symmetrical key used to encrypt the data when distributing data from the server to the client over the network.” The Office Action fails to establish a prima facie case of obviousness because the combination of Vishwanath in view of Naim and in further view of knowledge possessed by a one of ordinary skill in the art does not teach the claimed invention for at least the following two reasons.

First, Vishwanath does not teach “including in the message a period of time for which the data may be used by the client,” as recited by amended claim 14. Instead, Vishwanath teaches “Session Security Protocols.” Vishwanath, paragraph 105. Among these protocols is a “user definable time-out feature” which is “based on user inactivity.” *Id.* Vishwanath therefore teaches ending a session if a user defined period of time elapses in which there has been no user activity. *Id.* In contrast, amended claim 14 teaches including “a period of time for which the data may be used by the client” in the message. Naim does not overcome the deficiencies of Vishwanath. Therefore, claim 23 is allowable over Vishwanath in view of Naim.

Second, Naim does not teach a “including in the message a symmetrical key used to encrypt the data when distributing the data from the server to the client over the network,” as recited in claim 14. Instead, as discussed above in connection with claim 1, Naim teaches sending messages, used to establish a secure connection, between a vendor and a customer. Naim therefore does not teach a “including in the message a symmetrical key used to encrypt the data when distributing the data from the server to the client over the network,” as recited in claim 14.

Dependent claims 15-22, 37, 38, and 41 are allowable, at least, for being dependent from an allowable claim. Additionally claim 41, which depends from claim 14, is allowable over Vishwanath in view of Naim for the reasons discussed above in connection with claim 1.

Amended claim 23 includes, *inter alia*, “verifying a digital message linking the data file to the token using the media player, the distinguishing number, and a private key in the token, wherein the digital message is required to access the data.” The Office Action fails to establish a prima facie case of obviousness because the combination of

Vishwanath in view of Naim and in further view of knowledge possessed by a one of ordinary skill in the art does not teach the claimed invention for at least the following two reasons.

First, amended claim 23, recites subject matter similar to that recited in claim 1, which is allowable over Vishwanath in view of Naim as discussed above. Therefore, claim 23 is allowable for the same reasons discussed above in connection with claim 1.

Second, Naim does not teach a “digital message [] required to access the data,” as recited in claim 23. Instead, as discussed above in connection with claim 1, Naim teaches **sending messages, used to establish a secure connection,** between a vendor and a customer. Naim therefore does not teach a “digital message [] required to access the data,” as recited in claim 23.

Dependent claims 24-27, 39, and 40 are allowable, at least, for being dependent from an allowable claim.

Conclusion

For the reasons set forth above, it is respectfully submitted that the reexamination application is on condition for allowance. Early issuance of a Notice of Allowance is respectfully requested.

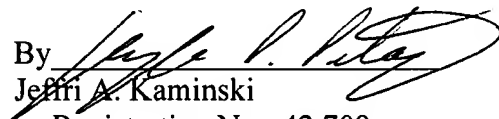
If the Examiner is of the opinion that the prosecution of this application would be advanced by a personal interview, the Examiner is invited to telephone undersigned counsel to arrange for such an interview.

The Commissioner is authorized to charge any fee necessitated by this Amendment to our Deposit Account No. 22-0261.

In view of the above amendment, applicant believes the pending application is in condition for allowance.

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Respectfully submitted,

By 
Jeffri A. Kaminski
Registration No.: 42,709
Kyle D. Petaja
Registration No.: 60,309
VENABLE LLP
P.O. Box 34385
Washington, DC 20043-9998
(202) 344-4000
(202) 344-8300 (Fax)

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